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BANGALORE ELECTRICITY SUPPLY COMPANY LIMITED

OFFICE OF

THE GENERAL MANAGER
(DSM)
Block 2, Ground floor,
BESCOM Corporate Office,
KR circle, Bengaluru – 560001

E mail address: gmdsm@bescom.co.in, gmdsm.work@gmail.com

REQUEST FOR PROPOSAL

"FOR SURVEY OF GOVERNMENT INSTALLATIONS IN BESCOM JURISDICTION FOR ASSESSMENT OF FEASIBLE SOLAR ROOFTOP CAPACITY."

Tender Enquiry No: **BESCOM/2024-25/SE0189**

Notice Inviting Tender (NIT)

1	Bid Enquiry No.	BESCOM/2024-25/SE0189 dated 05.09.2024
2	Name of Work	Survey of government installations in BESCOM jurisdiction for assessment of feasible solar rooftop capacity,
3	Type of tender	e-procurement portal – Two part tender

4	Earnest Money Deposit	(a) The bidder shall pay EMD of Rs 1,18,000 (In words Rs. One Lakhs and Eighteen thousand only) (b) Bids received without accompanying the requisite EMD are liable for rejection.
5	Validity of Bids	Bids shall be valid for 180 (One Hundred eighty) Days from the date of opening of technical bids.
6	Calendar of Events	
A	Availability of bid documents in e-procurement portal	12.09.2024 from 17:00 hrs.
B	Last Date & Time for Receipt/ clarification of queries	18.09.2024 at 11:30 hrs.
C	Pre-bid meeting	18.09.2024 at 11:30 hrs.
D	Last Date & Time for submission of bids	30.09.2024 at 16:00 hrs.

E	Date & Time for Opening of Technical Bids	**01.10.2024 at 16:30 hrs.**
7	Tender Processing Fee	The eligible bidders who wish to participate in the tender shall have to pay the Non-refundable tender processing fee as specified in the e- procurement portal
8	Currency	Indian National Rupees only (INR)
9	Contact person for clarifications	Email Ids: GM(DSM): gmdsm@bescom.co.in gmdsm.work@gmail.com

BANGALORE ELECTRICITY SUPPLY COMPANY LIMITED
(Wholly Owned by Government of Karnataka)

E-mail: gmdsm@bescom.co.in

The General Manager (DSM)
Block 2, Ground Floor,
BESCOM Corporate office,
KR circle, Bengaluru - 560001.

SECTION-1: LETTER OF INVITATION

Request for Proposal for selection of vendor /agency to carryout SURVEY OF GOVERNMENT INSTALLATIONS IN BESCOM JURISDICTION FOR ASSESSMENT OF FEASIBLE ROOFTOP CAPACITY."

The General Manager (DSM), BESCOM invites Request for proposal (RFP) from eligible bidders "FOR SURVEY OF GOVERNMENT INSTALLATIONS IN BESCOM JURISDICTION FOR ASSESSMENT OF FEASIBLE ROOFTOP CAPACITY."

1. More details on the Services to be provided are provided in the attached Terms of Reference.
2. The method of selection of bidder shall be **Least Cost Selection (LCS) Method** as per procedure described in this document. The bidders interested to participate in providing the said services shall satisfy the following conditions

Sl. No.	Technical Criteria	Documents to be uploaded
1	The bidder shall be incorporated as any of the following in India: a) Company registered under the Companies Act 1956/2013 b) Company registered under Limited Liability Partnerships (LLPs) act 2008 c) Partnerships firm registered under Partnerships Act 1932.	Valid Incorporation certificate
2	The Bidder should have minimum experience of 5 years in assessment of solar rooftop potential / assessment of feasibility for solar rooftop installation as on date of bid submission.	Purchase order/ Work Order issued by any Government Department/ private organization along with detailed scope of the work and should have been issued before 5

Sl. No.	Technical Criteria	Documents to be uploaded
		years as on date of bid submission.
3	The bidder should have carried out at least one work of assessment of solar rooftop potential / assessment of feasibility for solar rooftop installation of value not less than Rs. 59 lakhs during any of the preceding 05 financial years.	• Purchase order/ Work Order issued by any Government Department/ private organization along with detailed scope of the work. • Completion certificate or work progress report issued by DISCOMs/PSUs/Government Departments not below the rank of Executive Engineer.
4	The Bidder should have carried out assessment of solar rooftop potential for any buildings using aerial / LiDAR technology or any commercially viable latest technology for at least any 02 government departments in India during any of the preceding 05 financial years. The quantity of such assessed buildings put together shall not be less than 20,000 numbers.	• Purchase order/ Work Order issued by DISCOMs/ PSUs/Government Department along with detailed scope of the work. • Completion certificate or work progress report issued by DISCOMs/PSUs/Government Departments not below the rank of Executive Engineer.
5	The Bidder should not have been Black-Listed/ banned/ suspended by any State Government/Central Government and their undertakings departments/ companies in India as on date of bid submission.	A Notarized self-declaration by the bidder on stamp paper on Rs 500 stamp paper.
6	The Bidder should not have been defaulted/short closed due to non-performance in the services against the order placed any State Government/Central Government and their undertakings departments/ companies in India as on date of bid submission.	A Notarized self-declaration by the bidder on Rs 500 stamp paper.
	Financial Criteria	**Documents to be uploaded**
7	The Bidder should have minimum positive net worth of Rs. 2.36 Crores for the year ending FY-2023.	Net worth certificate issued by registered Charted Accountant and Audited Profit & Loss Account

Sl. No.	Technical Criteria	Documents to be uploaded
		statement for the last 3 (three) financial years (2020-21, 2021-22 and 2022-23) shall be uploaded.
8	The Bidder should have Liquid assets as on 31.08.2024 or later date before submission of bid consisting of Cash at Bank + Term deposits + availability of fund based credit facility in any Nationalized/ Scheduled Commercial Bank shall not be less than Rs.29.50 Lakhs	The cash at bank and availability of fund-based credit facility as on 31.08.2024 or later date before submission of bid shall be supported by certificate issued by any Nationalized/ scheduled commercial bank. If the bidder has banking with more than one bank, then the available liquid assets shall be on same date from all the banks. Banker's certificate as per Annexure-1

Note: Bidder shall upload the documents specific to the Qualifying requirement (QR) ONLY. Any general document containing vague information and resemblances to the QR can lead to rejection of the tender. The bidder shall upload all the self-declaration certificate on single Rs 500 stamp paper.

3. Interested bidders may submit their proposals survey of Government installations work along with requisite EMD (as notified in the E-procurement Portal) through online at https://kppp.karnataka.gov.in/#/portal/portal-home

4. **Earnest money deposit:** Rs. 1,18,000 /-

5. Tender Processing fee : As stipulated in the e-procurement portal

SECTION- 2. INFORMATION TO BIDDERS

2.1 INTRODUCTION :

2.1.1 The Client named in the "Data Sheet" will select bidder among those participating in tender in accordance with the method of selection indicated in the Data Sheet.

2.1.2 The bidders are invited to submit a Technical bid and a Financial bid, as specified in the Data Sheet (the Bid) for services required for the Assignment named in the Data Sheet. The bid will be the basis for contract negotiations and ultimately for a signed contract with the selected bidder.

2.1.3 The Assignment shall be implemented in accordance with the phasing indicated in the Data Sheet. When the Assignment includes several phases, the performance of the bidder under each phase must be to the client's satisfaction before work begins on the next phase.

2.1.4 The bidders must familiarize themselves with local conditions and take them into account in preparing their Bids. To obtain first-hand information on the Assignment and on the local conditions, bidders are encouraged to pay a visit to the Client before submitting a Bid, and to attend a pre-bid conference if specified in the Data Sheet. Attending the pre-bid conference is optional. The bidder's representative should contact the officials named in the Data Sheet to arrange for their visit or to obtain additional information on the pre-bid conference. bidders should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.

2.1.5 The Client will provide the inputs specified in the Data Sheet, assist the bidder in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports.

2.1.6 Please note that (i) the costs of preparing the bid and of negotiating the contract, including a visit to the Client, are not reimbursable as a direct cost of the Assignment; and (ii) the Client is not bound to accept any of the Bids submitted.

2.1.7 BESCOM expects bidders to provide professional, objective, and impartial advice and at all times hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests. bidders shall not be hired for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of not being able to carry out the assignment in the best interest of the Client.

2.1.8 It is BESCOM's policy to require that bidder observe the highest standard of ethics during the execution of such contracts. In pursuance of this policy, the BESCOM:

a. defines, for the purposes of this provision, the terms set forth below as follows:
b. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution; and
c. "fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of BESCOM, and includes collusive practices among bidders (prior to or after submission of bids) designed to establish prices at artificial, non-competitive levels and to deprive BESCOM of the benefits of free and open competition.
d. will reject a bid for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question;
e. will declare a bidder ineligible, either indefinitely or for a stated period of time, to be awarded BESCOM-financed contract if it at any time determines that the bidder has engaged in corrupt or fraudulent practices in competing for, or in executing, a BESCOM-financed contract; and
f. will have the right to require that, BESCOM to inspect bidder's accounts and records relating to the performance of the contract and to have them audited by auditors appointed by BESCOM.

2.1.9 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by BESCOM in accordance with the above sub para 2.1.8 (d).

2.1.10 Bidders shall be aware of the provisions on fraud and corruption stated in the standard contract under the clauses indicated in the Data Sheet.

2.2 CLARIFICATION AND AMENDMENT OF RFP DOCUMENTS

2.2.1 Bidders may request a clarification of any item of the RFP document up to the date and time indicated in the Data Sheet before the Bid submission date. Any request for clarification must be sent through electronic mail/e-procurement indicated in the Data Sheet. The Client will respond to such requests and will upload copies of the response in e-procurement only (including an explanation of the query but without identifying the source of inquiry) to all invited bidders who intend to submit bids. The queries submitted after the date and time mentioned in the Data sheet will not be considered by the client.

2.2.2 At any time before the submission of Bids, the Client may, for any reason,

whether at its own initiative or in response to a clarification requested by an invited bidder, modify the RFP documents by amendment. Any amendment shall be issued in writing through addenda. Addenda shall be uploaded in e-procurement only and will be binding on all invited bidders. The Client may at its discretion extend the deadline for the submission of Bids.

2.3 PREPARATION OF BID

2.3.1 Bidders are requested to submit a Bid (para 2.1.2) written in the language(s) specified in the Data Sheet. The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Client, shall be written in language(s) specified in the Data Sheet. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in language(s) specified in the Data Sheet, in which case, for purposes of interpretation of the Bid, such translation shall govern.

Technical Bid

2.3.2 In preparing the Technical Bid, bidders are expected to examine the documents comprising this RFP in detail. Material deficiencies in providing the information in e- procurement portal may result in rejection of a Bid.

2.3.3 The Technical Bid should provide the following information using the attached Standard Forms (Section 3):

a. A brief description of the organization and an outline of recent experience on assignments (Section 3B) of a similar nature. For each assignment, the outline should indicate, inter alia, the profiles and names of the staff provided, duration of the assignment, contract amount, and firm's involvement.

b. Any comments or suggestions on the Terms of Reference and on the data, a list of services, and facilities to be provided by the Client (Section 3C).

c. A description of the methodology and work plan for performing the assignment (Section 3D).

d. A detailed description of the proposed methodology and staffing,

e. Any additional information requested in the Data Sheet.

2.3.4 The Technical Bid shall not include any financial information.

Financial Bid

2.3.5 The bidder is required to quote the cost of survey per Government Building including appliable taxes.

2.3.6 In preparing the Financial Bid, bidders are expected to take into account the requirements and conditions of the RFP documents.

2.3.7 The bidders should quote their total price offer in e-procurement portal for all the services sought by the department in the Terms of Reference, **including all applicable Taxes**. The breakup of cost for all items of the tender shall be provided to the client in the event of the order. firm shall express the price of their services in Indian Rupees.

2.3.8 The Data Sheet indicates how long the bids must remain valid after the submission date. During this period, the bidder is expected to keep available the key professional staff proposed for the assignment. The Client will make its best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the bids, the bidders who do not agree have the right not to extend the validity of their bids.

2.4 SUBMISSION, RECEIPT, AND OPENING OF BIDS

2.4.1 Interested bidders shall login to e-procurement portal and follow the procedures and guidelines given there or call the e-proc help desk to get themselves registered in the portal. Upon registration, the bidders can login and participate in the tender.

2.4.2 Downloading of tender documents, submission of bid will be through Government of Karnataka e- Procurement website https://eproc.karnataka.gov.in/ under login for Contractors. Bidders must get themselves registered, acquainted and trained on the procedure of participating in e-procurement. Bids shall be uploaded through e-procurement portal only on or before the last date and time for submission of bid. Bids not submitted through e-procurement mode and non-payment of EMD will be treated as disqualified.

2.4.3 **Earnest Money Deposit (EMD)**

2.4.3.1 The bidders are requested to pay EMD as indicated in the e-Procurement portal along with the Technical Bid.

2.4.3.2 The bidder can pay the Earnest Money Deposit (EMD) in the e-Procurement portal using any of the following payment modes:

i. Credit Card
ii. Direct Debit
iii. National Electronic Fund Transfer (NEFT)

2.4.3.3 The bidder's bid will be evaluated only on confirmation of receipt of the payment (EMD) in the Government of Karnataka central pooling account held at designated Bank. EMD amount will have to be submitted by the bidder taking into account the following conditions:

a) EMD will be accepted only in the form of electronic cash (and not through Demand Draft or Bank Guarantee) and will be maintained in the Government's central pooling account at designated Bank until the contract is closed.
b) The entire EMD amount for a particular tender has to be paid in a single transaction. It is responsibility of bidder to ensure that payment through NEFT reaches Payment to Government of Karnataka's designated Bank before Bid submission date and time, through online payment. In case of OTC Payment, the DD to be drawn in favour of **e- Procurement, Government of Karnataka** and submit to designated Bank before bid submission time and update the transaction reference in e-Procurement portal.

For the details on e-Payment services refer to e-procurement portal for more details on the process.

2.4.4 The original Bid shall be prepared as per RFP document.

2.4.5 An authorized representative of the bidder shall digitally sign the Bid in e-procurement. The representative's authorization is confirmed by a written power of attorney accompanying the Bid.

2.4.6 The bidder shall submit the bids separately i.e., **Technical and Financial** electronically online in Government of Karnataka e-Procurement portal.

2.4.7 Bidder has all the time to modify and correct or upload any relevant document in the portal before submission on e-Procurement portal.

2.4.8 The last date and time including hours, minutes and seconds for submission will be mentioned in the portal, the bid will disappear automatically immediately after the time of submission is elapsed.

2.4.9 After the deadline for submission of bids, the Technical Bid shall be opened by the evaluation committee and evaluation will be done. The bidders who are technically qualified will be intimated through e-procurement portal only and the Financial Bid of qualified bidders will be opened in presence of the bidders who choose to attend.

REFUND OF EMD

2.4.10 Based on the instructions of Tender Accepting Authority (TAA) the EMD amount of the unsuccessful bidders will be refunded to the respective Bank accounts of the bidder registered in the e-Procurement system.

2.4.11 The earnest money deposit of unsuccessful bidder will be returned after the award of proposal to the successful bidder.

2.4.12 The earnest money deposit of the successful bidder will be discharged when the bidder has furnished the required Performance Security and signed the Agreement.

2.4.13 The earnest money deposit may be forfeited:

a. if the bidder withdraws the proposal after deadline for submission of proposals, during the period of proposal validity;
b. in the case of a successful bidder, if the bidder fails within the specified time limit to furnish the required Security deposit or sign the Agreement.
c. in case of bidder submitting fake documents such as Annual financial turn over, work done certificate etc., relevant to the proposal.

2.5 BID EVALUATION

General

2.5.1 From the time the bids are opened to the time the contract is awarded, if any bidder wishes to contact the Client on any matter related to its bid, it should do so in writing at the address indicated in the Data Sheet. Any effort by the bidder to influence the Client in the Client's bid evaluation, bid comparison or contract award decisions may result in the rejection of the bidder's bid.

2.5.2 Evaluators of Technical Bids will have no access to the Financial Bids until the technical evaluation, including its approval by competent authority is obtained

Evaluation of Technical Bids

2.5.3 The evaluation committee appointed by the Client as a whole, and each of its members individually evaluates the bids on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria and point system specified in the Data Sheet. A bid shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference

2.5.4 Only those bidders who meet the Pre-qualifying criteria stated in point 3 of *SECTION-1: LETTER OF INVITATION* shall be considered for the Technical scoring.

2.5.5 The client will carry out the technical scoring of only those bidders who satisfy the Pre-qualifying criteria stipulated in this RFP, on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria and marking system specified in the Data Sheet. based on the documents uploaded and technical demonstration by the bidder to the committee appointed by BESCOM.

2.5.6 A bid shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference.

2.6 NEGOTIATIONS

2.6.1 Negotiations will be carried out through e-procurement portal, if necessary. The aim is to reach agreement on all points and sign a contract.

2.7 AWARD OF CONTRACT

2.7.1 The contract will be awarded following negotiations. After negotiations are completed, the Client will promptly notify other bidders on the shortlist that they were unsuccessful in e-procurement portal only.

2.7.2 The bidder is expected to commence the Assignment on the date

specified in the Data Sheet.

2.8 PERFORMANCE SECURITY

2.8.1 Within 15 days of issue of the Letter of Intent (a copy will be submitted through e-mail as well), the successful bidder shall deliver to the Client a Security deposit in the form of Bank Guarantee in favour of BESCOM at **an amount equivalent to 10% (Ten percent) of the Contract price.**

2.8.2 Performance Security shall be provided to the Client not later than the date specified in the Letter of Intent and shall be issued in an amount and form and type of instrument acceptable to the Client. The Security deposit shall be valid until a date 60 days from the date of expiry of contract period.

2.8.3 The Performance Security shall be furnished from any Nationalized Banks/ Scheduled Commercial Banks approved by Reserve Bank of India.

2.8.4 Prior to including a claim under the performance Guarantee the Client shall in every case notify the contractor stating the nature of the default in respect of which the claim is made.

2.9 CONFIDENTIALITY

2.9.1 Information relating to evaluation of bids and recommendations concerning awards will not be disclosed to the bidders who submitted the bids or to other persons not officially concerned with the process, until the successful bidder has been notified that it has been awarded the contract.

DATA SHEET

Information to Bidders

No.	Section	Title	Details
1	1.1	Name of Client	General Manager (DSM), BESCOM or its authorized representative.
2	1.2	**The method of selection is:**	**Least Cost Selection (LCS) Method.**
3	1.3	Description of Assignment.	As per Terms of Reference.
		Financial Bid to be submitted together with Technical Bid	YES

4	1.4	Name of the assignment is:	Survey of Government Installations in BESCOM jurisdiction for Assessment of Feasible Rooftop Capacity.
5	1.5	The Assignment is Phased	No, the Assignment is continuous in nature.
6	1.6.1	A Pre Bid Conference will be held :	Yes.
		Pre bid conference time & date	Time & date as notified in the e-Procurement portal
7	1.6.2	A pre-bid conference venue	Board Room, 1st Floor, Belaku Bhavana, Corporate Office, BESCOM K.R Circle, Bangalore 560 001. Karnataka, India. E-mail:gmdsm@bescom.co.in
8	1.7	Clients Inputs	The General Manager (DSM) will provide the available information.
9	1.8	The Client envisages the need for continuity for downstream work	Not Applicable.
10	1.9	Clauses on fraudulent and Corrupt practices	Contract will be terminated as per Sub-Clause of General Conditions of Contract.
11	2.0	Clarification of any item of the RFP	Clarifications may be sought from Office of the General Manager (DSM), BESCOM on or before the dead line set for seeking clarifications in the following format only Email: **gmdsm@bescom.co.in** Also, bidder can submit on line clarification through e-Procurement portal through query option on or before the deadline notified in E-portal.
12	2.1	Language of the Bid	English
13	2.2	Bidder participating in RFP may associate with other	Not allowed.

Sl. no.	Section no. / Clause no.	Page no.	Description/ Reference/ Subject	Clarification Sought

		Bidders	
16	2.3	Official Language Language of reports	English and Kannada
19	2.4	Validity of Bid	180 (One Hundred and Eighty) days from the last date of submission of bid.
20	2.5	Last Date and time for submission of bid	As notified in the e-Procurement portal

SECTION: 3 TECHNICAL BIDS – STANDARD FORMS
(To be filled out and uploaded in the E-procurement portal)

3A. Technical Bid

submission form. 3B.

Bidder's references

3C. Comments and suggestions on the Terms of Reference and on data services, and facilities to be provided by the Client.

3D. Description of the methodology and work plan for

performing the assignment. 3

3E. Power of Attorney of Authorized Signatory

3F. Summary of bidder Annual Turnover.

3G : Summary of bidder Experience/Qualifications.

3H. Affidavit regarding correctness of information furnished and

documents submitted. 3I. Technical compliance of the

tools/platform proposed for assessment.

3A. TECHNICAL BID SUBMISSION FORM

(On the letter Head of the Bidder)

[*Location, Date*]

FROM: (Name of

Bidder) To,

The GENERAL MANAGER (DSM),
BESCOM,

Bangalore. Sir,

Subject: **SURVEY OF GOVERNMENT INSTALLATIONS IN BESCOM JURISDICTION FOR ASSESSMENT OF FEASIBLE ROOFTOP CAPACITY."– Regarding Technical Bid.**

We, the under signed, offer to provide the services for the above in accordance with your Request for Bid notified in the e-procurement portal as Enquiry No: **BESCOM/2024-25/SE0189.** We are hereby submitting our Bid which includes this Technical Bid, and a Financial Bid encrypted in Government of Karnataka e-Procurement portal.

We hereby declare that all the information and statements made in this Bid are true and accept that any misinterpretation contained in it may lead to our disqualification.

If negotiations are held by the CLIENT, we undertake to attend negotiations. Our Bid is binding upon us and subject to the modifications resulting from contract negotiations, up to expiry of the validity period of the bid.

We understand you are not bound to accept any Bid you receive.

Yours sincerely,

Authorized Signature [In full and initials]: _____
Name and Title of Signatory: _____
Name of Bidder:_____
Address: _____

3B. BIDDER'SREFERENCES

A - Bidder's Organization

[Provide here a brief (two pages) description of the background and organization of your firm/entity and each associate for this assignment.]

B - Bidder's Experience

Relevant Services Carried Out in the Last Five Years That Best Illustrate Qualifications

---

[Using the format below, provide information on each assignment for which your firm for this assignment, was legally contracted for carrying out services similar to the ones requested under this assignment.]

Assignment name:	Value of the contract : (Indian Rs):
Country: Location within country:	Duration of assignment (months):
Name of Client:	Key professional staff Provided by Your Firm/entity(profiles):
Address:	Number of Staff assigned for the project:
Start date (month/year): Completion date (month/year):	Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):
Narrative description of Project:	
Description of actual services provided by your staff within the assignment:	

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Bidder: _____

Address: _____

Note: Along with this format, the relevant document as per PQR shall be uploaded.

3C. COMMENTS AND SUGGESTIONS OF BIDDER ON THE TERMS OF REFERENCE AND ON DATA, SERVICES, AND FACILITIES TO BE PROVIDED BY THE CLIENT

On the Terms of Reference:

1.

2.

3.

4.

5.

On the data, services, and facilities to be provided by the Client

1.

2.

3.

4.

5.

3D. DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

BIDDER'S NAME:

Technical approach, methodology and work plan are key components of the Technical Bid. You are suggested to present your Technical Bid divided into the following three chapters:

a) Technical Approach and Methodology,
b) Work Plan,

a. *Technical Approach and Methodology: In this chapter the bidder should explain their understanding of the objectives of the Assignment/job, approach to the Assignment/job, methodology for carrying out the activities and obtaining the expected output..*

b. *Work Plan: The bidder should propose and justify the main activities of the Assignment/job, their content and duration, phasing and interrelations, milestones (including interim approvals by the CLIENT), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the Terms Of Reference(TOR) and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule*.

3G. Power of Attorney of Authorized Signatory

(To be executed on appropriate non judicial stamp paper)

We.....(name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr/ Ms (name), ... son/daughter/wife of ..... and presently residing at ....., who is presently employed with **us** and holding the position of....., as our true and lawful attorney (hereinafter referred to as the "Authorized Signatory") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our application for pre-qualification and submission of our bid to the GENERAL MANAGER (DSM), BESCOM (the "GENERAL MANAGER (DSM), BESCOM herein after refer to as the CLIENT") including but not limited to signing and

submission of all applications, bids and other documents and writings, participate in Pre-Bid Conference and other meetings and providing information/ responses to the CLIENT, representing us in all matters before the CLIENT, signing and execution of all contracts and undertakings consequent to acceptance of our bid, and generally dealing with the CLIENT in all matters in connection with or relating to or arising out of our bid for the said Assignment and/ or upon award thereof to us.

AND we hereby agree to ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorized Signatory in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, ..., THE ABOVE NAMED IN PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF....., 2024

For

.....

(Signature, name, designation and address)

Witnesses:

1.

2.

(Notarised)

Accepted

.....

(Signature)

(Name, Title and Address of the Authorized Signatory)

Note:

1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same be affixed under common seal in accordance with the required procedure. The Power of Attorney should be on a stamp paper of appropriate value.
2. Also, wherever required, the Tenderer should submit for verification the extract of the charter documents such as a resolution/power of attorney in favour of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Tenderer.

3I. SUMMARY OF BIDDER ANNUAL TURNOVER :

Name of the Bidder	Turnover of the Bidder				
	2018-19	2019-20	2020-21	2021-22	2022-23

3J : SUMMARY OF BIDDER WORK EXPERIENCE/QUALIFICATIONS :

Sl. no	Name of the Bidder	Name of the Client	Name of the projects completed in the last 5 years	Award reference (date & No.)	Value of the contract in INR Lakhs	Date of commence ment	Date of completion
1							
2							
3							
4							
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3K. AFFIDAVIT REGARDING CORRECTNESS OF INFORMATION FURNISHED
AND DOCUMENTS SUBMITTED (In an appropriate value of stamp paper)

I/We……residing at ……..
(*Address*)Authorized Signatory/Proprietor
/Partner/ Director of M/s……situated at
……
……(*Address)* hereby solemnly declare as under:

1. That I/We have submitted my/our tender for……in response to
   Invitation to Tender No……issued by …….. on the e-procurement portal
   https://eproc.karnataka.gov.in.

2. That I/We have uploaded the scanned copies/copies of the following documents as required by the tender document and in support of my meeting the stipulated eligibility and qualification requirements as stipulated in the tender document:
   (a) ……
   (b) ……
   (c) ……
   (d) ……
   (e) ……
   (f) ……

3. That the information furnished by me/us in the format are correct to the best of my knowledge and the documents/ certificates uploaded are true to the originals;
4. That I/We am in possession of the original documents and ready to produce the original documents and the original documents in support of the qualification information furnished for verification by the Client or his authorized representative within 5 days of receiving the request from the Client or his authorized representative;
5. That I/We have not made misleading or false representation in the Forms, Statements and Attachments submitted/uploaded in proof of qualification requirements;
6. That I/We do not have record of poor performance such as abandoning the works, not properly completing the contracts, inordinate delays in completion in completion, litigation history or financial failures etc,;

Authorized Signature [In full and initials]: _____
Name and Title of Signatory: _____
Name of Bidder :_____
Address:

SECTION 5: TERMS OF REFERENCE

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4. **SCHEDULE FOR COMPLETION OF TASKS**
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5. TERMS OF REFERENCE AND SCOPE OF SERVICES

5.1 BACKGROUND :

BESCOM – Bangalore Electricity Supply Company Limited is responsible for power distribution in eight districts of Karnataka. BESCOM covers an area of 41,092 Sq. KMs. with a population of over 207 lakhs. The company has 4 operating Zones – Bangalore Metropolitan Area Zone - North, Bangalore Metropolitan Area Zone - South, Bangalore Rural Area Zone and Chitradurga Zone, 9 Circles, 32 Divisions, 140 Sub-divisions and 550 Section Offices.

The Ministry of New & Renewable Energy (MNRE) has directed for 100% saturation of Government BUidings with rooftop solar. In this regard, BESCOM intends to carry out survey of Government installations in tis jurisdiction for assessment of feasible solar rooftop capacity.

5.2 Objectives of this Project:

The objective of this RFP is to carryout Survey Of Government Installations In BESCOM Jurisdiction For Assessment Of Feasible Rooftop Capacity.

5.3 AN OUTLINE OF THE TASKS TO BE CARRIED OUT

Scope of work/services:

Scope of the work:

The scope of the work is to carry out the survey of Government installations for assessment of solar rooftop potential using aerial / LiDAR technology or any commercially viable latest technology for all Government buildings (Approximately 25,000 numbers) under BESCOM jurisdiction.

The BESCOM jurisdiction comprises of following districts;

Sl. No.	Name of the district
1	Bangalore Urban
2	Bangalore Rural
3	Ramanagar
4	Kolar

Sl. No.	Name of the district
5	Chikkaballapura
6	Tumkur
7	Chitradurga
8	Davangere

There are approximately 40380 number of Government installations in BESCOM jurisdiction with cumulative sanctioned load of about 453 MW. The zone wise details are as tabulated;

Sl. No.	Name of the Zone	Total Nos. of installations with own buildings	Total sanctioned load of installations in MW
1	Bangalore South Area Zone	2514	54.68
2	Bangalore North Area Zone	5511	187.55
3	Bangalore Rural Area Zone	12702	135.91
4	Chitradurga Area Zone	15721	74.59
5	**BESCOM Total**	**36448**	**452.73**

- Considering the fact that there might be more than one Government installation in a building, it is estimated that number of government buildings covering 40380 numbers of installations is about 25,000.

Survey duration: The successful bidder shall complete the survey of all the government installations within 180 days from date of issue of work award.

The scope of the work shall include but not limited to the following;

a. The available data in respect of Government installations such as RR No., Account ID, name & address of Consumer and sanctioned load will be provided to the successful bidder.
b. The successful bidder shall carryout the survey of these installations in co-ordination with BESCOM sub division officers for assessment of feasible solar rooftop capacity.
c. The survey of Government installations shall be carried out in phased manner. The tentative duration for completion of district wise survey is as tabulated;

Sl. No.	Name of the district	Approximate Nos. of installations	Proposed duration of survey
1	Bengaluru Urban	8025	60 days from date of DWA
2	Bengaluru Rural	2030	30 days after completion of Sl. No. 1
	Ramanagara	2810	
3	Kolar	2948	30 days after completion of Sl. No. 2
	Chikkaballapur	4914	
4	Tumkur	8094	30 days after completion of Sl. No. 3
5	Chitradurga	4642	30 days after completion of Sl. No. 4
	Davangere	2985	
	Total	36448	180 days from DWA

Deliverables:

The successful bidder shall submit the following after completing the survey;

a. Building sketch both in hard and soft copies

b. The survey details in below mentioned format;

Sl. No	Department / Establishment	Name of premises	Location	Consumer Category	RR No & Account ID	Sanctioned/ Contracted Load and voltage level	Phase Type (Single / Three Phase)

Total Nos. of buildings in the premise	No. of buildings in the premises where solar installation is proposed	Clear shadow free Rooftop area(sq.m)	Capacity of existing solar PV plant, if any (KW)	Ownership/ Authority of Building	Geo co-ordinates of the building

Section 4:

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I. FORM OF CONTRACT

This CONTRACT (herein after called the" Contract") is made on the .....day of the month of 2024 between, on the one hand, The GENERAL MANAGER (DSM), BESCOM, -

----------(herein after called the "Client") and, on the other hand,**...** .....(herein after called the "Contractor").

WHEREAS

(a) the Client has requested the Contractor to provide certain services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services");

(b) the Contractor, having represented to the Client that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
   (a) The General Conditions of Contract (hereinafter called "GC");
   (b) The Special Conditions of contract (hereinafter called "SC");
   (c) The following Appendices:

Appendix A— Description of the Services
Appendix B—Reporting Requirements
Appendix C—Key Personnel
Appendix D — Services and Facilities to be provided by the Client
Appendix E—Break down of Contract price in Indian Rupees
Appendix F—Form of Performance Security (Performance Bank
Appendix G - Proforma of Extension of Bank Guarantee
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Appendix J -
Appendix K - Proforma of self-declaration on bidder’s performance
Appendix L - Self Declaration for border sharing or not sharing

2. The mutual rights and obligations of the Client and the Contractor shall be as set forth in the Contract, in particular:
   (a) The Contractor shall carry out the Services in accordance with the provisions of the Contract;
   and

(b) The Client shall make payments to the Contractor in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in the irrespective names as of the day and year first above written.

FOR AND ON BEHALF OF [NAME OF CLIENT]

By (Authorized Representative)

FOR AND ON BEHALF OF [NAME OF CONTRACTOR]

By (Authorized Representative)

II. GENERAL CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

a. "Applicable Law" means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time;

b. "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached, together with all the documents listed in Clause 1 of such signed Contract;

c. “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1

d. “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause 6;

e. "GC" means these General Conditions of Contract;

f. "Government" means the Government of Karnataka;

g. "Local currency" means Indian Rupees;

h. "Member", shall be the authorized representative of the Contractor specified in the SC to act on their behalf in exercising all the Contractor’s rights and obligations towards the Client under this Contract.

i. "Party" means the Client or the Contractor, as the case may be, and Parties means both of them;

j. "Personnel" means persons hired by the Contractor as employees and assigned to the performance of the Services or any part thereof; and ‘

k. "SC" means the Special Conditions of Contract by which these General Conditions of Contract may be amended or supplemented;

l. "Services" means the work to be performed by the Contractor pursuant to this Contract as described in

Appendix A; and

m. **(Not applicable)** "Sub-Contractor" means any entity to which the Contractor subcontract any part of the Services in accordance with the provisions of Clauses 3.5 and 4.

n. **(Not applicable)** 'Third party" means any person or entity other than the Government, the Client, the Contractors, or a Sub-Contractor.

1.2 **Law Governing the Contract**

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law of the client's country.

1.3 **Language**

This Contract shall be executed in English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.4 **Notices**

Any notice, request or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, e-mail, fax or facsimile to such Party at the address specified in the SC.

1.5 **Location**

The Services shall be performed at such locations as are specified in Appendix A and, where the location of a particular task is not so specified, at such locations, whether in Karnataka or elsewhere, as the Client may approve.

1.6 **Authorized Representatives**

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Contractor may be taken or executed by the officials specified in the SC.

1.7 **Taxes and Duties**

The Contractor, Sub-Contractor and their Personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

2. **Commencement, Completion, Modification and termination of Contract**

2.1 **Effectiveness of Contract**

This Contract shall come into effect on the date the Contract is signed by both Parties or such other later date as may be stated in the SC.

2.2 **Commencement of Services**

The Contractor shall begin carrying out the Services immediately after the date the Contract becomes effective, or at such other date as may be specified in the SC.

2.3 **Expiration of Contract**

Unless terminated earlier pursuant to Clause 2.7, this Contract shall terminate at the end of such time period after the Effective Date as is specified in the SC.

2.4 **Modification**

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties.

2.5 **Force Majeure**

2.5.1 **Definition**

For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2.5.2 **No Breach of Contract**

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3 **Extension of Time**

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.5.4 **Payments**

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Contractor shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.6 **Suspension:**

The Client may by written notice of suspension to the Contractor, suspend all payments to the Contractor hereunder if the Contractor fail to perform any of their

obligations under this contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Contractor to remedy such failure within a period not exceeding thirty (30) days after receipt by the Contractor of such notice of suspension.

2.7 Termination

2.7.1 By the Client

The Client may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Contractor, to be given after the occurrence of any of the events specified in paragraphs (a) through (e) of this Clause 2.7.1 and sixty (60) days' in the case of the event referred to in (f):

(a) if the Contractor do not remedy a failure in the performance of their

obligations under the Contract, within thirty (30) days of receipt after being notified or within such further period as the Client may have subsequently approved in writing;

(b) if the Contractor (or any of their Members) become insolvent or bankrupt;

(c) if, as the result of Force Majeure, the Contractor are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or

(d) if the Contractor, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

"corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.

"fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of GOK, and includes collusive practice among Contractor (prior to or after submission of bids) designed to establish prices at artificial non- competitive levels and to deprive GOK of the benefits of free and open competition.

(e) Any events listed in SC.

(f) if the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.7.2 **By the Contractor**

The Contractor may terminate this Contract, by not less than Ninety (90) days written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause 2.7.2:

(a) if the Client fails to pay any money due to the Contractor pursuant to this Contract and not subject to dispute pursuant to Clause 7 hereof within forty-five (45) days after receiving written notice from the Contractor that such payment is overdue;

(b) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same with in forty-five (45) days (or such longer period as the Contractor may have subsequently

approved in writing) following the receipt by the Client of the Contractor' notice specifying such breach;

(c) if, as the result of Force Majeure, the Contractor are unable to perform a material portion of the Services for a period of not less than sixty (60) days.

2.7.3 **Cessation of Rights and Obligations**

Upon termination of this Contract pursuant to Clause GC 2.7 , or upon expiration of this Contract pursuant to Clause GC 2.3, all rights and obligations of the Parties hereunder shall cease, except :

(i) such rights and obligations as may have accrued on the date of termination or expiration;

(ii) the obligation of confidentiality set forth in Clause

GC 3.3 hereof; (iii) any right which a Party may

have under the Applicable Law.

2.7.4 **Cessation of Services**

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.7.1 or GC 2.7.2 hereof, the Contractor shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Contractor and equipment and materials furnished by the Client, the Contractor shall proceed as provided, respectively, by Clauses GC 3.7 and GC 3.8.

.

3. **Obligations of the Contractor:**

3.1 **General**

The Contractor shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Contractor shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub- Contractor or third parties.

3.2 **Conflict of Interests**

3.2.1 **Contractor Not to Benefit from Commissions, Discounts, etc.**

The payment to the Contractor pursuant to Clause 6 shall constitute the Contractor's sole remuneration in connection with this Contract or the Services, and the Contractor shall not accept for their own benefit any

trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Contractor shall use their best efforts to ensure that the Personnel, any Sub-Contractor, and agents of either of them, similarly shall not receive any such additional remuneration.

3.2.2 **Procurement Rules of Funding Agencies**

If the Contractor, as part of the Services, have the responsibility of advising the Client on the procurement of goods, works or services, the Contractor shall comply with any applicable procurement guidelines of the funding agencies and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Contractor in the exercise of such procurement responsibility shall be for the account of the Client.

3.2.3 **Contractor and Affiliates Not to engage in certain Activities**

The Contractor agree that, during the term of this Contract and after its termination, the Contractor and their affiliates, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

3.2.4 **Prohibition of Conflicting Activities**

Neither the Contractor nor their Sub-Contractor nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

(a) during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract; or
(b) after the termination of this Contract, such other activities as may be specified in the SC.

3.3 **Confidentiality**

The Contractor, their Sub-Contractor, and the Personnel of either of them shall not, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Client's business or operations without the prior written consent of the Client. A Non-Disclosure agreement as per prevailing data sharing policy of BESCOM shall be executed between the Client and Contractor before signing of contract and any information is shared.

3.4 **Insurance to Be Taken out by the Contractor**

The Contractor (a) shall take out and maintain, and shall cause any Sub-Contractor to take out and maintain, at their (or the Sub-Contractor', as the case may be) own cost but on

terms and conditions approved by the Client, insurance against the risks, and for the coverage, as shall be specified in the SC; and (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.

3.5 **Contractor’s Actions Requiring Client’s Prior Approval**

The Contractor shall obtain the Client’s prior approval in writing before taking any of the following actions:

(a) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Sub-Contractor and the terms and conditions of the subcontract shall have been approved in writing by the Client prior to the execution of the subcontract, and (ii) that the Contractor shall

remain fully liable for the performance of the Services by the Sub- Contractor and its Personnel pursuant to this Contract;

(b) any other action that may be specified in the SC.

3.6 **Reporting Obligations**

The Contractor shall submit to the Client the reports and documents specified in Appendix B in the form, in the numbers, and within the periods set forth in the said Appendix.

3.7 **Documents Prepared by the Contractor to Be the Property of the Client**

All plans, drawings, specifications, designs, reports and other documents and software submitted by the Contractor in accordance with Clause 3.6 shall become and remain the property of the Client, and the Contractor shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Client, together with a detailed inventory thereof.

3.8 **Equipment and Materials Furnished by the Client**

Equipment and materials made available to the Contractor by the Client or purchased by the Contractor with funds provided by the Client shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Contractor shall make available to the Client an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Client's instructions. While in possession of such equipment and materials, the Contractor, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their replacement value.

4. **Contractor's Personnel and Sub-Contractor**

4.1 **Description of Personnel**

The titles, agreed job descriptions, minimum qualifications and estimated periods of engagement in the carrying out of the Services of the Contractor' Key Personnel are described in Appendix C.

5. Obligations of the Client

5.1 Assistance and Exemptions

Unless otherwise specified in the SC, the Client shall use its best efforts to ensure that the client shall:

(a) issue to officials, agents and representatives of the client all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;

(b) assist the Contractor and the Personnel employed by the Contractor for the Services from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity according to the Applicable Law;

(c) provide to the Contractor, Personnel any such other assistance as may be specified in the SC.

5.2 Services and Facilities

The Client shall make available to the Contractor and the Personnel, for the purposes of the services and free of any charge, the services, facilities and property described in Appendix D at the times and in the manner specified in said Appendix D, provided that if such services, facilities and property shall not be made available to the Contractor as and when so specified, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Contractor for the performance of the Services, (ii) the manner in which the Contractor shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Contractor as a result thereof.

6. Payment to the Contractor:

6.1 Contract Price

The Contract price is the total value specified in DWA. The Contractor's total remuneration shall not exceed the Contract Price (except change requests) and shall be a fixed lump sum including all staff costs, printing, communications, travel, accommodation, and the like, and all other costs incurred by the Contractor in carrying out the Services described in Appendix A.

6.2 Terms and Conditions of Payment

Payments shall be made according to the following schedule as per the price bid

All the payments will be made at the office of the General Manager (DSM). Corporate Office, BESCOM. The payments will be made against completion of district wise survey. The payment terms are as tabulated;

The bidders are required to quote the cost of survey per building.

Penalty:

Payment Milestone	Particulars	Payments
Milestone -1	After completing survey of all Government installations in Bengaluru Urban district	BESCOM approved/ awarded survey cost per building X Nos. of buildings surveyed in Bengaluru Urban District
Milestone -2	After completing survey of all Government installations in Bengaluru Rural and Ramanagar districts.	BESCOM approved/ awarded survey cost per building X Nos. of buildings surveyed in Bengaluru rural anfd Ramanagr Districts.
Milestone -3	After completing survey of all Government installations in Kolar and Chikkaballapura districts.	BESCOM approved/ awarded survey cost per building X Nos. of buildings surveyed in Kolar and Chikkaballapura districts.
Milestone -4	After completing survey of all Government installations in Tumkur district	BESCOM approved/ awarded survey cost per building X Nos. of buildings surveyed in Tumkur Districts.
Milestone -5	After completing survey of all Government installations in Chitradurga and Davangere districts.	BESCOM approved/ awarded survey cost per building X Nos. of buildings surveyed in Chitradurga and Davangere districts.

i. For delay in survey beyond 07 days of the stipulated timeline for each district, a penalty of 0.5% per week, subject to maximum of 10% of the amount payable for that particular district will be levied.

ii. For no performance i.e. if the successful bidder fails to start the survey work within 15 days of the award, the bank guarantee submitted by the bidder will be forfeited.

iii. In case of partial work done by the bidder, the payments will be made against the number of buildings surveyed and as a penalty the PBG submitted by the bidder will be forfeited.

i. For payments, the Contractor shall submit the the invoices in triplicate duly certified by AGM(DSM), DGM(DSM) and countersigned by GM(DSM).

ii. Except as otherwise specifically provided in the Contract, the Contractor shall bear and pay all taxes, duties and levies assessed on the Contractor, its Sub-contractors or their employees by all municipal, state or national government authorities in connection with the Project. The prices quoted by the Contractor shall be inclusive of all taxes, duties and levies. The taxes, duties and levies (including abatement/taxable composition, if any) as applicable will be paid to the Contractor against documentary evidence.

iii. Payment will be made as per conditions in the letter of Award to the successful bidder.

iv. The Client shall verify the bill and supporting documents after receipt of bill from the Contractor. The Client shall release the payment after deducting applicable taxes, penalties/liquidated damages and other recoverable. All the payments made by the Client will be in Indian Rupee only. No payment made by the Client herein shall be deemed to constitute acceptance by the Client of the goods or services or any part(s) thereof.

v. If any excess payment has been made by the Client due to difference in quoted price in the bid and Contractor's invoice, the Client may without prejudice to its rights recover such amounts by other means after notifying the Contractor or deduct such excess payment from any payment subsequently falling due to the Contractor.

vi. At its own discretion, the Client shall make payments either through crossed bank cheque or electronic bank transfer.

vii. Wherever applicable, tax deduction certificates shall be issued at the end of the month against deduction of statutory taxes

viii. Payment will be arranged by General Manager (DSM), BESCOM upon submission of invoices by the contractor duly certified by Assistant General Manager (DSM), Deputy General Manager (DSM) and countersigned by General Manager (DSM).

Any additional financial implication on BESCOM on such account will be at the risk and cost of the bidder to whom the contract is awarded

7. Settlement of Disputes

7.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

7.2 **Dispute Settlement**

Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified below.

7.2.1 Selection of Arbitrators:

Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three arbitrators, in accordance with the following provisions:

(a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the bid of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to the Managing Director, BESCOM, for a list of not fewer than five nominees and, on receipt of such list, the Parties shall alternately strike names there from, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, the Managing Director, BESCOM, shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.

(b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Contractor shall each appoint one arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by Secretary, the Indian Council of Arbitration, New Delhi.

(c) If, in a dispute subject to Clause SC 7.2.1 (b), one Party fails to appoint its arbitrator within thirty (30) days after

the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the Secretary, Indian Council of Arbitration, New Delhi, to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.

7.2.2 Rules of Procedure :

Arbitration proceedings shall be conducted in accordance with procedure of the Arbitration & Conciliation Act 1996, of India

7.2.3 Substitute Arbitrators

If for any reason an arbitrator is unable to perform his function, a substitute shall be appointed in the same manner as the original arbitrator.

7.2.4 Qualifications of Arbitrators

The sole arbitrator or the third arbitrator appointed pursuant to paragraphs (a) through (c) of Clause 7.2.1 hereof shall be a nationally recognized legal or technical expert with extensive experience in relation to the matter in dispute.

7.2.5 Miscellaneous

In any arbitration proceeding hereunder:

a. Proceedings shall, unless otherwise agreed by the Parties, be held in Bangalore.

b. The decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.

8. Penalty:

Penalty is applicable as specified in Terms of Reference and clause 6.2

9. Liquidated Damages:

- The Contractor should bear in mind that time is the essence of the Contract. If the Contractor fails to complete the Scope of Work of the Project or any part thereof within the Time for Completion or any extension thereof as per clause 2.5.3 of GC, the Client shall recover from the Contractor as Liquidated Damage (LD) for such default and not as a penalty, without prejudice to the Client's Other remedies under the Contract. For imposition of LD, the loss/ damages suffered by the Client due to delays by the Contractor are the basic criteria.

- The recovery towards compensation should take place when loss/damage has actually taken place on account of delay caused by the Contractor. Even if there is a delay in execution of the Contract and reasons for delay are

attributable to the Contractor but the Client has not suffered any actual out-of-pocket loss specifically due to delay in performance of the Contract, as evidenced by written documentation setting forth the basis for such loss, no sum as LD is recoverable from the Contractor. However, in such cases, a nominal LD as described in this clause will be recovered.

- Calculation of Liquidated Damages: A sum equivalent to half percent (0.5%) of the total price in Price Bid for each week of delay or part thereof which will elapse between the schedule time for completion and actual time for completion of the Project.

- The total recovery against liquidated damage in all cases, however, shall not exceed ten percent (10%) of the total price in Price Bid. If the amount of LD exceeds this limit, the Client reserves right to terminate the Contract.

III. SPECIAL CONDITIONS OF CONTRACT

GCC Clause No.	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(h)	The Member in Charge is NOT APPLICABLE.
1.4.1	Address of the Client: Office of the General Manager (DSM) Block 2, Ground Floor, BESCOM Corporate Office, KR circle, Bengaluru - 560001. E-mail: gmdsm@bescom.co.in
1.4.2	Notice shall be deemed to be effective as follows: (a) In the case of personal delivery or registered post, on delivery; (b) In the case of Fax/e-mail, 24 hours following confirmed transmission.
1.6	The GENERAL MANAGER (DSM), BESCOM is the authorized Representative of BANGALORE ELECTRICITY SUPPLY COMPANY LIMITED (BESCOM) (here after called as CLIENT). The Client's authorized Representative shall take all the actions required with respect to the execution of this Contract. However, Client Authorized Representative can recommend to the Client regarding termination of contract with relevant contractual documents. Contractor shall nominate his authorized representative for execution of this contract through appropriate Power of Attorney The authorized representatives for client: **The GENERAL MANAGER (DSM), BESCOM**
1.7.1	The service is inclusive of GST and applicable taxes and The Contractor shall pay the taxes, duties, fees, levies and other impositions levied under the existing, amended or enacted laws during life of this contract and the Client shall perform such duties in regard to the deduction of such tax as may be lawfully imposed.
2.1	The date on which this Contract shall come into effect is: date of issue of Detailed Work Award *(DWA)*
2.7.1	(e)**Performance of Contractor :** i. Contractor shall to fully adhere to all the provisions of terms of reference and shall be fully responsible for successful implementation of the Project in accordance with the provisions of the works contract agreement and other schedules agreed between the Client /Client's Representative and the works contractor. Any failure of Contractor in notifying to the Client and work contractor on non-compliance of the work contract agreement and other schedules by the work contractor, non-adherence to the provisions of terms of reference and non-adherence to the time schedule prescribed under terms of reference

	amounts to nonperformance of the Contractor. In such a condition, Client has the right to encash the performance security and terminate the contract.
3.4	The risks and the coverage's shall be: (1) Third Party motor vehicle liability insurance as required under Motor
	VehiclesAct,1988,inrespect of motor vehicles operated in India by the Contractor or their Personnel or any Sub-Contractor or their Personnel, for the period of engagement; (2) Third Party liability insurance for the period of Contract; (3) Client's liability and workers' compensation insurance in respect of the Personnel of the Contractor and of any Sub-Contractor, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; (4) Professional liability insurance, with a minimum coverage equal to total contract value for this contract; and (5) Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Contractor' property used in the performance of the Services, and (iii) any documents prepared by the Contractor in the performance of the Services.
3.7	The Contractor shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Client.
10	**Time period for various activities:** *Refer: Terms of Reference*
11	Limitation of Liability: Except in cases of gross negligence or willful misconduct: a) Neither Party shall be liable to the other Party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Contractor to pay liquidated damages to BESCOM, and b) The aggregate liability of the Contractor to BESCOM, whether under the Contract, in tort, or otherwise, shall not exceed 20% of the Contract Price.

IV. APPENDICES

Appendix A: Description of the Services

Refer: Terms of reference and special conditions of the contract.

Appendix B: Deliverables by Contractor and performance of Contractor

Refer: Terms of reference.

Appendix E:Breakdown of Contract Price in Indian Rupees

Refer: Financial bid submission form.

Appendix F: FORM OF PERFORMANCE SECURITY (PERFORMANCE BANK GUARANTEE)

(Clause-2.9 of Information to Contractor)
(To be stamped in accordance with Applicable Stamp

Act, if any) Ref: **.....** Bank Guarantee:**.....**Date:

.....

To,
The GENERAL MANAGER
(DSM), BESCOM

WHEREAS**.....**[Name and address of Contractor] hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. **.....** dated ..... to provide the services on terms and conditions set forth in this Contract for "FOR SURVEY OF GOVERNMENT INSTALLATIONS IN BESCOM JURISDICTION FOR ASSESSMENT OF FEASIBLE ROOFTOP CAPACITY. FOR A PERIOD OF 6 MONTHS**".** Form of Guarantee for performance security deposit (hereinafter called the "the Contract").AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;

NOW THEREOF we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor up to a total of ..... [amount of Guarantee] ..... [in words], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of .....[amount of Guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the services to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

The liability of the Bank under this Guarantee shall not be affected by any change in the constitution of the Contractor or of the Bank.

Notwithstanding anything contained herein before, our liability under this guarantee is restricted to Rs..... (Rs .....) and the guarantee shall remain valid till .....Unless a claim or a demand in writing is made upon us on or before all our liability under this guarantee shall cease.

This guarantee shall be valid until 60 days from the date of expiry of contract.

Signature and Seal of the Guarantor.....In presence of
Name and Designation Date.....
(Name, Signature &Occupation)

Name of the Bank
Addre
ss (Name &
Occupation)

Note: This format is for the information of the contractor and is <u>not</u> to be completed and uploaded on the e-procurement portal.

Appendix G:

PROFORMA OF EXTENSION OF BANK GUARANTEE

Ref ……. Date

……. TO

The GENERAL MANAGER (DSM),
BESCOM

Dear Sir,

Sub: Extension of Bank Guarantee No……..for Rs……favouring yourselves, expiring on ……. on account of M/s……in respect of Contract No ……dated…….(hereinafter called original Bank Guarantee).

At the request of M/ s ……,We……Bank, Branch Office at ……and having its Head Office at……do hereby extend our liability under the above mentioned Guarantee No ……. Dated ……. for a further period of ……Years/Months from ……to expire on ……Except as provided above, all other Terms and Conditions……of the original Bank Guarantee No dated ……shall remain unaltered and binding.

Please treat this as an integral part of the Original Bank Guarantee to which it would be attached.

Yours faithfully,

For .....
Manager/Agent/
Accountant Power of
Attorney No .....
Dated .....
...

SEAL OF BANK

NOTE: The non-judicial stamp paper of appropriate values shall be purchased in the name of the bank who has issued the Bank Guarantee.

Appendix H:

PROFORMA OF LETTER OF UNDERTAKING
(To be executed on Non-Judicial paper of requisite value)

Ref ..... Date

..... TO

Dear Sir,

I*/We* have read and examined the following Bid Documents relating to the Tender Enquiry No. BESCOM/2024-25/SE0189 for "FOR SURVEY OF GOVERNMENT INSTALLATIONS IN BESCOM JURISDICTION FOR ASSESSMENT OF FEASIBLE ROOFTOP CAPACITY. FOR A PERIOD OF 6 MONTHS"

a. Notice Inviting Tender.
b. Conditions of Contract containing Sections: 'Invitation to Bid, 'Instructions to Bidder", "General Terms & Conditions of Contract (GCC)"
c. Special Conditions of Contract (SCC) along with Annexure ..... to .....
d. Technical Specifications.

1. I / We hereby submit our Bid and undertake to keep our Bid Valid for a period of One Hundred and Eighty days (180 days) from the last date for submission.

2. I/We hereby further undertake that during said period I/We shall not vary/alter or revoke my/our Bid.

This undertaking is in consideration of BESCOM agreeing to open my/our Bid and consider and evaluate the same for the purpose of Award of Work in terms of provisions of Clause entitled "Award of Contract" Section ITB, Conditions of Contract in the Bid Documents.

Should this Bid be accepted, I*/We* also agree to abide by and fulfil all the terms, conditions of provision of the above mentioned Bid Documents.

Witness:

Signature
Date:
Name & Address
Name .....
Designation .....
Name of Co.....(in Block Letters)
*Strike out whichever is not applicable.

Signature along with Seal of Co.
.....
(Duly authorized to sign the Tender On behalf of the Contractor)

Appendix I:

Bidder's Name &
Address:

To,
The General Manager (DSM),
BESCOM

NO DEVIATION CERTIFICATE

With reference to our Bid Proposal No…… dated …….. for ……., we hereby confirm that we have read the provisions of the Contract, the stipulation of these Clause are acceptable to us, and we have not taken any deviation whatsoever to these Clauses: and we agree to deliver the services as per the requirement of BESCOM

a) **Terms of Payment:**
Clause 6.2 of General Conditions of Contract-GCC, Volume-I

b) **Bid Security /EMD:**
Clause 2.4.3 of Section 2 – Instruction to Bidder-ITB.

c) **Contract Performance Guarantee.**
Clause 2.8 of Section 2 - Instruction to Bidder-ITB

d) **Penalty for Delay.**
Clause 6.2 of General Conditions of Contract-GCC

e) **Terms of Reference**
Section V

We further confirm that any deviation to the above Clauses at SL. No. (a) to (d) found anywhere in our Bid Proposal, implicit or explicit, shall stand unconditionally withdrawn, without any Cost implication whatsoever to

Date: Signature along with Seal of Co.
……

(Duly authorized to sign the Tender On behalf of
the Bidder) Name .....
Designation .....
Name of Co.....(in Block Letters)

Appendix J:

Appendix K:

IMPORTANT: TO BE UPLOADED IN E-PROCUREMENT PORTAL

PROFORMA OF SELF DECLARATION ON BIDDER's PERFORMANCE
(To be furnished on the Bidder's Letter Head)

Ref ……. Date ……

To,

The General Manager (DSM)
BESCOM

Dear Sirs,

I*/We* have read and examined the requirement of the tender condition stipulated against clause No. 11. (9) of Section IFB of Bid Documents relating to the Tender Enquiry No. …… for……(full scope of Work).

I*/We* hereby undertake to declare that

i) I*/We* have not made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or

ii) I*/We* have not any record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.; and/or

iii) I*/We* have participated in the previous Tender for the same nature of work and had not quoted unreasonably high tender prices and furnished prices were rationally justified; and/or

iv) I*/We* have not been Black-Listed due to non-performance in execution of works by any Govt. departments/utilities in India as on date of bid submission; and/or

v) I*/We* have not been defaulted/short closed due to non-performance in execution of works against the order placed by any Govt. departments/utilities in India as on date of bid submission.

This undertaking is in consideration of BESCOM agreeing to open my/our Bid and consider and evaluate the same for the purpose of award of work in terms of

provisions of clause entitled "Award of Contract" Section ITB, conditions of contract in the bid documents.

Date: Signature along with Seal of Co.
……
(Duly authorized to sign the Tender On behalf of the Bidder)
Name .....

Designation .....
Name of Co.....(in Block Letters)

*Strike out whichever is not applicable.

Appendix L:

IMPORTANT: TO BE UPLOADED IN E-PROCUREMENT PORTAL

PROFORMA OF SELF DECLARATION FOR BORDER SHARING OR NOT SHARING BY BIDDERS
(To be furnished on the Bidder's Letter Head)

Ref …… Date …….

To,

The General Manager (DSM)
BESCOM

Dear Sir,

I*/We* have read and examined the requirement of the tender condition stipulated against clause No. 13 of Section IFB of Bid Documents relating to the Tender Enquiry No
……
for
……(full scope of Work).

I*/We* hereby undertake to declare that (Applicable in case of Bidders from Countries not sharing Border with India)

I*/We* have read the clause regarding restrictions on procurement from a Bidder of a country which shares a land border with India;
I*/We* certify that……(Bidder) is not from such a country which shares a land border
with India. I hereby certify that our bid fulfils all requirements in this regard and is eligible to be considered.

OR

I*/We* hereby undertake to declare that (Applicable in case of Bidders from Countries sharing Border with India)

I*/We* have read the clause regarding restrictions on procurement from a Bidder of a country which shares a land border with India;
I*/We* certify that……(Bidder) is from such a country which shares a land border with
India and has been registered with the Competent Authority. I hereby certify that our bid fulfils all requirements in this regard and is eligible to be considered and also evidence of valid registration issued by the Competent Authority is uploaded.

This undertaking is in consideration of BESCOM agreeing to open my/our Bid and consider and evaluate the same for the purpose of issue of purchase order in terms of provisions of clause entitled "Issue of Purchase Order" Section ITB, conditions of contract in the bid documents.

Date: Signature along with
Seal of Co.

***Strike out whichever is not applicable.**

.....
(Duly authorized to sign the Tender On behalf of the Bidder)
Name .....
Designation .....
Name of Co.....(in Block Letters)

Please Note: Among the above two declarations, only one which is applicable is to be declared

Annexure-1:

ON BANK'S LETTER HEAD

FORMAT OF BANKER'S CERTIFICATE

(TO BE ISSUED IN THE LETTER HEAD OF THE BANK BRANCH)

Reference Number (Sl.No) Place

Date:

To:

(Name & Address of the beneficiary)

This is to certify that M/s ..... (name of the Customer) having their registered/ administrative office at .....
is a customer of our Bank and is engaged in ..... (nature of activity). Their financial transaction with our Bank has been satisfactory. Therefore, we have extended credit facilities as mentioned below to meet their financial requirement towards the execution of the ..... (brief details of works) as per the loan policy of the Bank:

<table>
<tr><th>Sl. No</th><th>Type of facility</th><th colspan="3">Amount is Rs.
(As on date of issue of Certificate)</th></tr>
<tr><td>(1)</td><td>Cash at Bank</td><td colspan="3">Rs.....</td></tr>
<tr><td>(2)</td><td>Term Deposits</td><td colspan="3">Rs.....</td></tr>
<tr><td>(3)</td><td>Fund based Credit facility (includes Overdraft)</td><td>Sanctioned limit</td><td>Utilized amount</td><td>Available Balance Amount</td></tr>
<tr><td></td><td></td><td>Rs.....</td><td>Rs.....</td><td>Rs.....</td></tr>
</table>

Note: Date of the Certificate

Liquid Assets as on last date of previous month of tender inviting date or at a later date before submission of the bid.

Yours faithfully,

BRANCH MANAGER.